

**EXHIBIT A
TO
TENNESSEE VALLEY AUTHORITY
NOTICE OF PUBLIC AUCTION
TVA TRACT NOS.
XRSCP-1, XRSCP-2, XRSCP-3, XRSCP-4, and XRSCP-5**

TERMS OF PUBLIC AUCTION

In case of dispute, the decision of the auctioneer will govern.

TVA, as legal agent of the United States of America (sometimes hereinafter referred to as "TVA" and sometimes hereinafter referred to as "Grantor"), reserves the right to reject any and all bids.

A minimum acceptable bid has been established for each respective tract. See Exhibit B for the minimum acceptable bid for each tract.

In the absence of a dispute requiring the decision of the auctioneer, the sale is final and after the auction there will be no opportunity to raise the bid as permitted in court sales.

The land will be sold to the highest bidder. The Purchaser will be required to make a minimum payment of ten percent (10%) of the purchase price on the day of the sale by cash or certified check and pay the balance within thirty (30) days thereof.

After the auction, the successful bidder (sometimes hereinafter referred to as "Purchaser" and sometimes hereinafter referred to as the "Grantee") must make settlement with the clerk of the sale and sign an agreement of purchase and sale.

In the event the high bidder is unable to make the down payment upon acceptance of the bid, the property will be re-auctioned immediately.

Should the Purchaser fail to pay the balance of the purchase price within the time limit established, the down payment may be retained by TVA as liquidated damages resulting from the Purchaser's default in payment.

Fraudulent bidders may be subject to prosecution under applicable federal statutes.

The approximate acreage of each respective tract and the square footage of the improvements located thereon are believed to be correctly stated. However, no survey of the lots has been conducted, and the tracts are not sold on an acreage or square footage basis and no warranty as to acreage or square footage is made.

The conveyance document will be delivered to the Purchaser at the address given to the clerk of the sale within thirty (30) days from the date the successful bidder pays the purchase price in full.

The deed will contain special warranties of title. Title to the property was examined by TVA prior to purchase and is believed to be good, but no further warranties or insurance will be furnished by TVA.

TVA does not represent that the land, landrights, or improvements to be sold will be acceptable as security for loans of money or that it will not be rendered unacceptable as such security by reason of the deed provisions and restrictions applicable thereto.

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Potential purchasers are hereby advised that a determination has been made by TVA's environmental staff that non-hazardous lead based paint is present on the exterior of the house at 2131 Dug Gap Road and non-friable asbestos containing material is present in the houses at 2123, 2129, and 2131 Dug Gap Road. TVA has conducted asbestos remediation activities at 2127 Dug Gap Road.

The property will be sold "AS IS, WHERE IS," including any improvements located thereon. Access to the tracts of land will not be provided unless otherwise indicated.

Subject property will also be conveyed subject to all existing easements and rights-of-way for streets, alleys, sidewalks, and public utilities.

The Grantor will reserve, for itself and its successors and assigns, a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol one or more lines of poles or transmission line structures with sufficient wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, in, on, over, and across said right-of-way, together with the right to clear said right-of-way and keep the same clear of brush, trees, buildings, and fire hazards; to destroy or otherwise dispose of such trees and brush; and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within 10 feet of any transmission line structure or conductor; all over, upon, across, and under that portion of subject land as specifically described in said Exhibit B for each respective tract.

No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of the sale contract or to any benefit that may arise therefrom, but this provision shall not apply if the contract is made with a corporation for its general benefit; nor shall the Purchaser offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 5 C.F.R. pt. 2635. Breach of this provision shall constitute a material breach of the contract and TVA shall have the right to exercise all remedies provided in the sale contract or at law.